

INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET		1. SOLICITATION NUMBER <div style="text-align: center;">N62645-01-R-0003</div>	2. <i>(X one)</i> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px;"></td> <td>a. SEALED BID</td> </tr> <tr> <td style="text-align: center;">X</td> <td>b. NEGOTIATED <i>(RFP)</i></td> </tr> <tr> <td></td> <td>c. NEGOTIATED <i>(RFQ)</i></td> </tr> </table>		a. SEALED BID	X	b. NEGOTIATED <i>(RFP)</i>		c. NEGOTIATED <i>(RFQ)</i>
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X	b. NEGOTIATED <i>(RFP)</i>								
	c. NEGOTIATED <i>(RFQ)</i>								

INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation *(including attachments)*. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE *(Complete mailing address, including ZIP Code)*
 Naval Medical Logistics Command
 ATTN: Ms. Robin Morton, Code 02
 1681 Nelson Street
 Ft. Detrick, MD 21702-9203

4. ITEMS TO BE PURCHASED *(Brief description)*
 HIV Internist Services at the National Naval Medical Center, Bethesda, MD

5. PROCUREMENT INFORMATION *(X and complete as applicable)*

X	a. THIS PROCUREMENT IS UNRESTRICTED			
	b. THIS PROCUREMENT IS A _____ % SET-ASIDE FOR ONE OF THE FOLLOWING <i>(X one)</i> . <i>(See Section I of the Table of Contents in this solicitation for details of the set-aside.)</i>			
	<table style="width: 100%;"> <tr> <td style="width: 33%; text-align: center;">(1) Small Business</td> <td style="width: 33%; text-align: center;">(2) Labor Surplus Area Concerns</td> <td style="width: 33%; text-align: center;">(3) Combined Small Business/Labor Area Concerns</td> </tr> </table>	(1) Small Business	(2) Labor Surplus Area Concerns	(3) Combined Small Business/Labor Area Concerns
(1) Small Business	(2) Labor Surplus Area Concerns	(3) Combined Small Business/Labor Area Concerns		

6. ADDITIONAL INFORMATION

SINGLE AWARD: NMLC intends to award a single firm-fixed price personal services contract resulting from this solicitation.

NOTE: The Acceptance Period to be inserted in block 12. of SF33 is "120 calendar days".

Offerors must propose prices for CLINs 0001 and 0002 (i.e., SLINs 0001AA through 0002AF).

NOTE: Before submitting a proposal in response to this solicitation, a prospective offeror is encouraged to investigate the potential tax consequences should they elect to perform the resulting contract by using subcontractors in lieu of individuals carried by their payrolls. Under this RFP, the Navy does not dictate whether the individual health care workers provided would be classified by the successful offeror as "independent contractor" or "employees" for federal tax purposes. This determination shall be made solely by the offeror. If subsequent to award, the successful offeror's determination is challenged, this shall be a matter to be resolved between the offeror and the Internal Revenue Service (IRS). The Navy will not consider favorably any request for equitable adjustment to the contract based upon the successful offeror's receipt of an adverse decision by the IRS.

7. POINT OF CONTACT FOR INFORMATION

a. NAME <i>(Last, First, Middle Initial)</i>	b. ADDRESS <i>(Include Zip Code)</i>
c. TELEPHONE NUMBER <i>(Include Area Code and Extension) (NO COLLECT CALLS)</i>	

8. REASONS FOR NO RESPONSE <i>(X all that apply)</i>					
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/>	b. CANNOT MEET DELIVERY REQUIREMENT	
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM(S)		<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
<input type="checkbox"/>	e. OTHER <i>(Specify)</i>				
9. MAILING LIST INFORMATION <i>(X one)</i>					
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF TIME(S) INVOLVED.	
10. RESPONDING FIRM					
a. COMPANY NAME			b. ADDRESS <i>(Include Zip Code)</i>		
c. ACTION OFFICER					
(1) Typed or Printed Name <i>(Last, First, Middle Initial)</i>		(2) Title		(3) Signature	
				(4) Date Signed <i>(YYMMDD)</i>	

DD FORM 1707 REVERSE, MAR 90

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FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
N62645-01-R-0003	
DATE <i>(YYMMDD)</i>	LOCAL TIME

TO

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 44	
2. CONTRACT NO.		3. SOLICITATION NO. N62645-01-R-0003		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 31 Jan 2001	6. REQUISITION/PURCHASE NO. N0016801RCH1301	
7. ISSUED BY NAVAL MEDICAL LOGISTICS COMMAND 1681 NELSON STREET CODE 02 FORT DETRICK, MD 21702-9203			CODE N62645	8. ADDRESS OFFER TO (If other than Item 7) CODE See Item 7			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>L.4</u> until <u>14 00</u> local time <u>01 Mar 2001</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME ROBIN C. MORTON		B. TELEPHONE (Include area code)(NO COLLECT CALLS) 301-619-3121		C. E-MAIL ADDRESS rcmorton@us.med.navy.mil	
11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES		
X	A	SOLICITATION/ CONTRACT FORM		2	X	I	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		8	X	J	LIST OF ATTACHMENTS
	D	PACKAGING AND MARKING			PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X	E	INSPECTION AND ACCEPTANCE		17	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
X	F	DELIVERIES OR PERFORMANCE		18			
X	G	CONTRACT ADMINISTRATION DATA		21	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS
X	H	SPECIAL CONTRACT REQUIREMENTS		22	X	M	EVALUATION FACTORS FOR AWARD
OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION A Solicitation/Contract Form

1. The Contractor shall furnish qualified Health Care Workers in accordance with Section C (Statement of Work) and all other terms and conditions set forth herein. Government requirements for contracted health care workers shall be filled in response to the contract that results from this solicitation.

2. This solicitation is intended to result in a firm-fixed price contract.

3. The following activity is solely authorized to issue modifications to the resulting contract:

Naval Medical Logistics Command
Code 02
1681 Nelson Street
Fort Detrick MD 21702-9203

4. The estimated period of performance is a base period of 28 Mar 01 through 30 Sep 01. Options to extend the contract term are included, however, these options are not firm requirements by the Government and shall be exercised solely at the option of the Government. Option periods are: Option I – 01 Oct 01 through 30 Sep 02; Option II – 01 Oct 02 through 30 Sep 03; Option III – 01 Oct 03 through 30 Sep 04; Option IV – 01 Oct 04 through 30 Sep 05; and Option V – 01 Oct 05 through 27 Mar 06.

5. The primary place of performance is the National Naval Medical Center, Bethesda, MD.

Offerors shall provide prices for services specified in Contract Line Item Numbers (CLINs) 0001 and 0002. Specifically, offerors shall provide hourly and total prices for Subcontract Line Item Numbers (SLINs) 0001AA through 0001AF and 0002AA through 0002AF.

This section shall be completed by the offeror and submitted with the business proposal (see Section L, paragraph 4.1.1, Instructions for Preparation of Proposals).

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	HIV Internist Services FFP - The contractor agrees to perform on behalf of the Government the duties of one HIV Internist at the National Naval Medical Center, Bethesda, MD in accordance with Section C for 40 hours per week. PURCHASE REQUEST NUMBER N0016801RCH1301				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	HIV Internist Services FFP - Base Period 28 Mar 01 - 30 Sep 01 PURCHASE REQUEST NUMBER N0016801RCH1301	1,064.00	Hours		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	HIV Internist Services FFP - Option Period I 01 Oct 01 - 30 Sep 02 PURCHASE REQUEST NUMBER N0016801RCH1301	2,088.00	Hours		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	HIV Internist Services FFP - Option Period II 01 Oct 02 - 30 Sep 03 PURCHASE REQUEST NUMBER N0016801RCH1301	2,088.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	HIV Internist Services FFP - Option Period III 01 Oct 03 - 30 Sep 04 PURCHASE REQUEST NUMBER N0016801RCH1301	2,088.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	HIV Internist Services FFP - Option Period IV 01 Oct 04 - 30 Sep 05 PURCHASE REQUEST NUMBER N0016801RCH1301	2,088.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	HIV Internist Services FFP - Option Period IV 01 Oct 05 - 27 Mar 06 PURCHASE REQUEST NUMBER N0016801RCH1301	1,032.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	HIV Internist Services FFP - The contractor agrees to perform on behalf of the Government the duties of one HIV Internist at the National Naval Medical Center, Bethesda, MD in accordance with Section C for 40 hours per week. PURCHASE REQUEST NUMBER N0016801RCH1301				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	HIV Internist Services FFP - Base Period 28 Mar 01 - 30 Sep 01 PURCHASE REQUEST NUMBER N0016801RCH1301	1,064.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	HIV Internist Services FFP - Option Period I 01 Oct 01 - 30 Sep 02 PURCHASE REQUEST NUMBER N0016801RCH1301	2,088.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	HIV Internist Services FFP - Option Period II 01 Oct 02 - 30 Sep 03 PURCHASE REQUEST NUMBER N0016801RCH1301	2,088.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD	HIV Internist Services FFP - Option Period III 01 Oct 03 - 30 Sep 04 PURCHASE REQUEST NUMBER N0016801RCH1301	2,088.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE	HIV Internist Services FFP - Option Period IV 01 Oct 04 - 30 Sep 05 PURCHASE REQUEST NUMBER N0016801RCH1301	2,088.00	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF	HIV Internist Services FFP - Option Period V 01 Oct 05 - 27 Mar 06 PURCHASE REQUEST NUMBER N0016801RCH1301	1,032.00	Hours		

NET AMT

TOTAL CLIN 0001 (SLINs 0001AA - 0001AF): \$_____

TOTAL CLIN 0002 (SLINs 0002AA - 0002AF): \$_____

GRAND TOTAL FOR CLINs 0001and 0002: \$_____

SECTION C Descriptions and Specifications

NOTE 1: The use of "Commanding Officer" throughout this Section C means: Commanding Officer, National Naval Medical Center (NNMC), Bethesda, MD or designated representative, e.g. Technical Liaison, Department Head.

NOTE 2: The term "contractor" shall mean the offeror identified in block 15A of Standard Form 33, and its health care workers who are providing services under this contract.

Note 3: The term "health care worker(s)" refers to the individual(s) providing services under this contract.

1. STATEMENT OF WORK

1.1. The contractor shall provide, in accordance with Section B, individuals who provide comprehensive HIV Internist services in the Department of Internal Medicine, located at National Naval Medical Center (NNMC), Bethesda, MD.

1.2. During the term of this contract, the contractor shall provide the services of a number of HIV Internists sufficient to perform all services specified herein for treatment of active duty military personnel, their dependents, eligible Navy civilian employees, and other eligible beneficiaries, in accordance with the terms and conditions of this contract.

2 SUITS ARISING OUT OF MEDICAL MALPRACTICE.

2.1 The health care worker(s) is (are) serving at the military treatment facility under a personal services contract entered into under the authority of section 1091 of Title 10, United States Code. Accordingly, section 1089 of Title 10, United States Code shall apply to personal injury lawsuits filed against the health care worker(s) based on negligent or wrongful acts or omissions incident to performance within the scope of this contract. The health care worker(s) is not required to maintain medical malpractice liability insurance.

2.2 Health care workers providing services under this contract shall be rendering personal services to the Government and shall be subject to day-to-day supervision and control by Government personnel. Supervision and control is the process by which the individual health care worker receives technical guidance, direction, and approval with regard to a task(s) within the requirements of this contract.

3. SCHEDULES, ABSENCES, AND LEAVE

3.1. The health care workers shall be on duty in the Department of Internal Medicine located at National Naval Medical Center, Bethesda, MD, Monday through Friday, 0830-1700, including an uncompensated 30-minute meal period. The health care worker shall arrive for each scheduled shift in a well rested condition and shall have had at least six hours of rest from all other duties as a HIV Internist in any setting immediately prior to reporting for the shift.

3.2. In the instance where the Government directs the health care worker to remain on duty in excess of their scheduled shift due to an unforeseen emergency or to complete patient treatment where lack of continuity of care would otherwise jeopardize patient health, the health care worker shall remain on duty. The Government will coordinate with the Contractor on a case-by-case basis with the goal of granting an equal amount of compensatory time to the health care worker to mitigate Contractor overtime. This provision is not intended to apply to the time required to complete routine tasks (e.g., completion of paperwork or routine administrative tasks at the end of a shift) which are to be completed as part of the shift.

3.3. Services of the health care workers shall not be required on the day of observance of the following federally established holidays: New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day,

Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. The health care workers shall be compensated by the contractor for these periods of planned absence.

3.4. Planned absences from assigned duties shall be requested with 15 working days advance notice, in writing, to the Commanding Officer. Eight (8) hours personal leave which will be used for annual and sick leave are accrued at the end of every 80 hour period worked. The health care worker shall be compensated by the contractor for these periods of authorized planned absence.

3.5. If the health care worker is absent for three or more consecutive days due to illness, he or she may be required by the Commanding Officer to provide written documentation from a qualified health care provider that he or she is free from communicable disease and the cause of the health care worker's current illness. The Government reserves the right to examine and/or re-examine any health care worker who meets this criterion.

3.6. Any leave accrued by the health care worker will be forfeited at the expiration of his or her period of performance. If the contract is terminated for default, there will be no reimbursement for any accrued leave balance. In the event of that the health care worker gives notice of employment termination, all accrued leave must be used within that notice period, or forfeited. Any leave taken during this period due to illness shall be supported by a physician's statement of illness upon request.

3.7. A health care worker with a bonafide medical emergency occurring while on duty or with an on-the-job injury will be provided medical care until the condition is stabilized. The contractor will reimburse the Government for all medical services provided unless the health care worker is otherwise entitled to government medical services.

3.8. Only the Commanding Officer has the authority to grant leave to the health care worker that has not been accrued, in accordance with the medical treatment facility's (MTF) policies and standards.

3.9. Authorization for planned absences may be granted by the Commanding Officer to the health care worker to attend continuing education courses and for performance of active duty responsibilities. This is in addition to absences specified in 3.5. above. The health care worker shall be compensated by the Government for these periods of authorized planned absence. Unless authorized in advance, the Government will not reimburse the health care worker for the cost of any course tuition and/or other related education expense. The health care worker will provide proof of attendance of continuing education to the Commanding Officer upon request.

3.10. Leave Without Pay (LWOP) must be approved only by the Commanding Officer for unusual and compelling circumstances after all other leave has been exhausted.

3.11. Up to six weeks of maternity "leave without pay" may be granted to the health care worker should a pregnancy result during the contract period. The Commanding Officer and health care worker will agree on the length of maternity leave. Pursuant to paragraph 3.5. above, any or all accrued personal leave (leave with pay) may be applied towards maternity leave, before going into a leave without pay status.

3.12. Documented military leave for military reservists will be allowed, not to exceed 15 calendar days per calendar year, and may be taken intermittently, e.g., one day at a time. Military leave will be compensated leave. The health care worker shall follow the policy of the MTF with respect to notification of scheduled military duties to the Commanding Officer.

3.13. Administrative Leave. For unusual and compelling circumstances, (e.g., weather emergencies), in which the Commanding Officer either excuses all facility personnel from reporting to work or dismisses all personnel early, the Commanding Officer is authorized to grant administrative leave to the health care worker. This administrative leave will be compensated leave.

3.14. Furlough. Unless otherwise authorized by a defense appropriations bill, contractors shall not be reimbursed by the Government for services not rendered during a Government furlough. In the event of a Government Furlough, the Commanding Officer will determine which contract employees are considered critical and therefore must report to work. Contract employees deemed critical shall be compensated for services rendered during a

furlough. All other contract employees shall be furloughed until the Government shutdown ends or they are notified by the Technical Liaison (TL) designated in Section C, paragraph 1, that they have become critical employees.

4. FAILURE AND/OR INABILITY TO PERFORM

4.1. This contract may be found voidable at the option of the Government if the Contractor fails to provide the physical certification requested in Section C or privileges are not granted to each health care worker by the Commanding Officer.

4.2. Should a health care worker be unable to perform duties due to medical or physical disability for more than 13 consecutive days, that individuals' performance may be suspended by the Contracting Officer until such medical or physical disability is resolved. If performance is suspended, no reimbursement shall be made to the contractor for the affected health care worker so long as performance is suspended.

4.3. If clinical privileges of a health care worker have been summarily suspended pending an investigation into questions of professional ethics or conduct, performance may be suspended until clinical privileges are reinstated. No reimbursement shall be made to the contractor for the affected health care worker so long as performance is suspended. The denial, suspension, limitation, or revocation of clinical privileges based on practitioner impairment or misconduct will be reported to the appropriate licensing authorities of the state in which the license is held.

4.4. Any health care worker(s) demonstrating impaired judgment, will be removed from providing healthcare services. The Government reserves the right to remove any employee who, in the judgment of a licensed physician, is impaired by drugs or alcohol.

4.5. Any health care worker(s) with alcohol or drug abuse problems may be allowed to return to work under the terms of this contract only with prior Government approval.

5. GENERAL PROVISIONS FOR HEALTH CARE WORKERS.

5.1. Reserved.

5.2. The health care worker shall comply with Executive Order 12731, October 17, 1990, (55 Fed. Reg. 42547), Principles of Ethical Conduct for Government Officers and Employees, and shall also comply with Department of Defense (DOD) and Department of the Navy (DON) regulations implementing this Executive Order.

5.3. Health care workers shall become acquainted with and obey all station regulations, shall perform in a manner to preclude the waste of utilities, and shall not use Government telephones for personal business. All motor vehicles operated on these installations by health care workers shall be registered with the base security service according to applicable directives. Eating by health care workers is prohibited in patient care areas/clinics and is restricted to designated areas. Smoking is prohibited in all clinic facilities.

5.4. Health care workers ARE NOT prohibited, by reason of employment under this contract, from conducting a private practice or other employment so long as there is no conflict with the performance of duties under this contract. However, such private practice or other such employment shall not be conducted during those hours in which the healthcare worker is required to render services under this contract. Health care workers shall make no use of Government facilities or property in connection with such other employment (see Attachment 001 NAVMED P-117).

5.5. While on duty, health care workers shall not advise, recommend, or suggest to individuals authorized to receive services at Government expense that such individuals should receive services from the health care worker when they are not on duty, or from a partner or group associated in practice with the contractor, except with the express written consent of the Commanding Officer. The contractor shall not bill individuals entitled to those services rendered pursuant to this contract.

5.6. Health care workers shall be neat, clean, well groomed, and in appropriate clothing when in patient care and public areas. All clothing shall be free of visible dirt and stains, and shall fit correctly. Fingernails shall be clean and free from dirt and hair shall be neatly trimmed and combed. Health care workers shall display an identification

badge which includes the health care worker's full name and professional status (furnished by the Government) on the right breast of the outer clothing. Security badges provided by the Government shall be worn when on duty.

5.7. The Secretary of the Navy has determined that the illegal possession or use of drugs and paraphernalia in a military setting contributes directly to military drug abuse and undermines Command efforts to eliminate drug abuse among military personnel. The policy of the Department of the Navy (including the Marine Corps) is to deter and detect drug offenses on military installations. Measures to be taken to identify drug offenses on military installations, and to prevent introduction of illegal drugs and paraphernalia, include routine random inspection of vehicles while entering or leaving, with drug detection dogs when available, and random inspection of personal possessions on entry or exit. If there is probable cause to believe that a health care worker has been engaged in use, possession, or trafficking of drugs, the health care worker may be detained for a limited period of time until he/she can be removed from the installation or turned over to local law enforcement personnel having jurisdiction. When illegal drugs are discovered in the course of an inspection or search of a vehicle operated by a health care worker, the health care worker and vehicle may be detained for a reasonable period of time necessary to surrender the individual and vehicle to appropriate civil law enforcement personnel. Action may be taken to suspend, revoke, or deny clinical privileges as well as installation driving privileges. Implicit with the acceptance of this contract is the agreement by the health care worker to comply with all Federal and State laws as well as regulations issued by the Commander of the military installation concerning illegal drugs and paraphernalia.

5.8. All financial, statistical, personnel, and technical data which are furnished, produced or otherwise available to the contractor during the performance of this contract are considered confidential business information and shall not be used for purposes other than performance of work under this contract. Such data shall not be released by the contractor without prior written consent of the Technical Liaison. Any presentation of any statistical or analytical materials, or any reports based on information obtained from studies covered by this contract, will be subject to review and approval by the Technical Liaison before publication or dissemination.

5.9. Health care workers shall read, write, speak, and understand the English language fluently and maintain good communication skills with patients and other healthcare personnel.

5.10. Health care workers shall be physically capable of standing and/or sitting for extended periods of time and capable of normal ambulation.

5.11. Health care workers shall be eligible for U.S. employment (see Attachment 004, "List of Acceptable Documents"). No alien shall be allowed to perform under this contract in violation of the Immigration Laws of the United States.

5.12.. Health care workers shall represent an acceptable malpractice risk to the Government.

5.13. The Contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest. The Contractor shall not employ any person who is an employee of the Department of Defense, either military or civilian, unless such person seeks and receives approval in accordance with DoD Directive 5500.7, Department of the Navy and Bureau of Medicine and Surgery (BUMED) policy.

6. PERSONNEL QUALIFICATIONS

6.1. Graduation from a medical school approved by the Liaison Committee on Medical Education of the American Medical Association or the American Osteopathic Association or permanent certification by the Educational Commission for Foreign Medical Graduate (ECFMG).

6.2. Completion of internship, residency in Internal Medicine and fellowship training in Infectious Disease.

6.3. Board eligible or Board certified in Infectious Disease as determined by the American Board of Internal Medicine.

6.4. A current, valid license to practice medicine in one of the fifty states, the District of Columbia, the Commonwealth of Puerto Rico, Guam or the U.S. Virgin Islands. The health care worker is responsible for

complying with all applicable state licensing regulations. All state medical licenses held by each health care worker must be submitted as part of the credentialing packages.

6.5. Current certification in American Heart Association Basic Life Support (BLS) for Healthcare Providers; American Heart Association Healthcare Provider Course; American Red Cross CPR (Cardio Pulmonary Resuscitation) for the Professional Rescuer; or equivalent.

6.6. Current State and Federal (DEA number) narcotics licences.

6.7. Certification in Advanced Cardiac Life Support (ACLS).

6.8. Experience of at least 12 months within the preceding 36 months working with HIV patients as an HIV Internist.

6.9. Two letters of recommendation from two practicing physicians attesting to the health care worker's clinical skills. Reference letters must include name, title, phone number, date of reference, address and signature of the individual providing reference. Letters of recommendation must have been written within the preceding 2 years.

6.10. The health care worker shall obtain, at contractor expense, a statement from the health care worker's physician or a report of a physical examination within 60 days prior to start of services indicating that the health care worker is free from mental or physical impairments which would restrict the health care worker from providing the services described herein. Health care workers hired after contract start shall be required to provide a physical exam statement or report obtained within 60 days prior to performance of services. The statement must contain the following information: "Having performed a physical examination on the person named below on (**insert date**), the following findings are true and accurate:

1. (**Name of health care worker**) is suffering from no physical disability which would restrict him/her from providing services as a (**specialty**).

2. (**Name of health care worker**) is not suffering from tuberculosis, hepatitis, sexually transmitted or other contagious diseases which restricts them from providing services as a (**specialty**). (**Name of health care worker**) has had a current (within 6 months) TB skin test (mantoux) reading or if a known reactor, an evaluation indicating no active disease.

3. (**Name of health care worker**) is considered free from Hepatitis B infection on the basis of having (circle the applicable number):

3a. Received at least three doses of recombinant hepatitis B vaccine currently licensed in the United States, or,

3b. Received an initial dose of the hepatitis B vaccine. The vaccine series shall be completed within 6 months of the employee start date, or,

3c. Provided documentation of the health care worker's waiver which declines the hepatitis B vaccine as set forth in OSHA guidelines (declination on the basis of religious convictions or medical contraindication only), or,

3d. Provided evidence of immunologically effective anti-HB levels in lieu of proof of recombinant hepatitis B vaccines. Assays must be performed in a laboratory accredited by the American Society of Clinical Pathologists (ASCP) and/or the College of American Pathologists (CAP).

4. (**Name of health care worker**) is considered to have evidence of immunity to Measles, Mumps and Rubella (MMR) by either (**circle one**): positive antibody titer, evidence of MMR immunization or, documentation of physician-diagnosed MMR. The health care worker shall also provide evidence of varicella immune status or a statement of history of chicken pox. For individuals who do not show a positive antibody titer after immunization

and appear to have a "non-immune" status, that employee must report varicella exposure to the COR and may need to be removed from patient care duties for up to 21 days and replaced by the contractor.

5. The health care worker must provide a current Purified Protein Derivative (PPD) reading, or evaluation if known PPD reactor, on an annual basis.

(signed)
Examining Physician

Examining Physician Information:

Name:

Address:

Telephone: _____ Date:

6.10.1. Except as provided in c., below, no medical tests or procedures required by the contract may be performed at the MTF. Expenses for all required tests and/or procedures shall be borne by the contractor at no additional expense to the Government.

6.10.2. Further, health care workers shall agree to undergo personal health examinations and such other medical and dental examinations at any time during the term of this contract, as the commander may deem necessary for preventive medicine, performance improvement, or privileging purposes. These examinations will be provided by the Government. If the contractor chooses, these examinations may be provided by private physician or dentist, at no expense to the Government. Additionally the health care worker must be immunized annually with the influenza vaccine in accordance with the BUMED instruction currently in effect. This vaccine will be provided by the government. Although this vaccine will be provided by the government, it may be obtained at other facilities with the cost being borne by the health care worker. Unless vaccinated by the government, the health care worker shall be required to show proof of the vaccination. If, the health care worker chooses to be immunized by the government they shall be required to sign a waiver in accordance with MTF/DTF rules and regulations. If the health care worker declines the immunization, they must provide documentation of the waiver which declines the influenza vaccine (declination on the basis of religious convictions or medical contraindications only).

6.10.3. Prior to the commencement of performance under this contract, the technical liaison shall direct the health care worker to inprocess through standard facility procedures.

6.10.4. The health care worker shall participate in the Command's Bloodborne Pathogen Program orientation which is included in the on-site hospital orientation. The health care worker shall also participate in annual training and training for new procedures with the potential for occupational exposure to bloodborne pathogens. Health care worker's involved in an exposure incident shall follow MTF regulations and procedures.

6.10.5. The management of HIV positive health care workers shall be consistent with current Center for Disease Control Guidelines (CDC) guidelines and Section 503 of Rehabilitation Act (29 U.S.C. Section 793) and its implementing regulations (41 CFR Part 60-741).

6.10.6. The health care workers shall comply with the CDC's "Universal Precautions" for prevention of the transmission of HIV during all invasive procedures.

6.11. CREDENTIALS/PRIVILEGING

6.11.1. Upon award of contract, the contractor shall submit to the Professional Affairs Department, via the Technical Liaison, a completed Individual Credentials File (ICF). The ICF, which will be maintained at the MTF, contains specific information with regard to qualifying degrees and licenses, past professional experience and performance, education and training, health status, and competency as identified in Appendix R of BUMEDINST 6320.66B of Nov 97 and subsequent revisions. ICFs for physicians who do not currently have an ICF on file at the facility shall be submitted at least 30 days prior to commencement of services. For those HIV Internists who

currently have an IPF on file, an updated Personal and Professional Information Sheet (PPIS) for Privileged Providers, with notation that a complete up-to-date ICF is on file, shall be submitted no less than 15 days prior to commencement of services.

6.11.2. Upon receipt of a complete ICF, the Technical Liaison will forward it to the Professional Affairs Department for approval and credentialing of the individual health care provider/worker. The Professional Affairs Department will ensure the ICF is complete in accordance with BUMEDINST 6320.66B. The contractor shall not assign an individual to work at the MTF until the health care worker's ICF has been approved.

6.11.3. A copy of BUMEDINST 6320.66B is available at <http://navymedicine.med.navy.mil/instructions/external/external.htm>

6.12. ORIENTATION

6.12.1. The health care worker selected to provide the services shall undergo a minimum 16 hour and maximum 40 hour orientation of the Command and Department of Internal Medicine within the MTF. This orientation will be split among various days of the week as not to degrade service significantly. Orientation will be scheduled to begin concurrently with start-up of contractor services.

6.12.2. Orientation is not intended for clinical training and will focus on familiarization with administrative procedures. Specifically, this orientation is intended to familiarize contract practitioners with: MTF and Department of Internal Medicine work policies, requirements, and procedures, including medical forms and reports; peculiarities of treating active duty military personnel such as placing active duty personnel at bedrest (SIQ), restrictions on treating aviation personnel, and formulary restrictions on prescriptions.

6.12.3. The Government will provide initial one-time training on CHCS. This training is subject to revision by the Government. CHCS installations at other hospitals are continually being evaluated and training requirements change frequently.

6.13. CRIME CONTROL ACT OF 1990 REQUIREMENT

6.13.1. Section 21 of the Crime Control Act of 1990, 42 U.S.C. 13041, as amended by section 1094 of Public Law 102-190, requires every facility operated by the Federal Government (or operated under contract with the Federal Government) that hires (or contracts to hire) individuals involved in the provision of child care services to assure that all existing and newly-hired employees undergo a criminal background check. The term "child care services" is defined to include health and mental health care.

6.13.2. The Government will conduct a criminal background check on the health care worker providing child care services under this contract based on fingerprints of the health care worker obtained by a Government law enforcement officer and inquiries conducted through the Federal Bureau of Investigation (FBI) and State criminal history repositories.

6.13.3. Within 30 days after contract award, the health care worker shall provide all reasonable and necessary assistance to the Government, including compliance with the employment application requirements set forth in 42 U.S.C. 13041(d). Upon receipt of the results of a background check, the health care worker further agrees to undertake a personnel action in accordance with 42 U.S.C. 13041(c), when appropriate.

6.13.4. With written recommendation from the Commander and the approval one level above the Contracting Officer, a health care worker may be permitted to perform work under this contract prior to the completion of a background check, provided the health care worker is within sight and continuous supervision of an individual with a successful background check.

6.13.5. Health care workers shall have the right to obtain a copy of any background check pertaining to themselves and to challenge the accuracy and completeness of the information contained in the report.

7. DUTIES.

7.1. The health care worker shall perform a full range of HIV Internist, Infectious Disease, and Internal Medicine procedures and duties, within the scope of privileges granted by the Commanding Officer, on site, using Government furnished facilities, equipment and supplies. Workload includes scheduled and unscheduled requirements for care. The health care workers shall provide comprehensive care of HIV outpatients, including the implementation of highly active antiretroviral therapy, prophylaxis against and treatment of opportunistic infections, and support of administrative issues required of HIV-positive service members, retirees, and dependents. The internists shall be available as consultants for inpatients.

7.1.1. GENERAL INFORMATION. The Prevention and Wellness Directorate provides and coordinates health care services for patients appropriate to the specialty and subspecialty of internal medicine to include examination, diagnosis, treatment, and proper disposition; provides education and training support to the hospital, Graduate medical Education, and Fellowship Program, supports the Clinical investigation program and formal courses of instruction sponsored by the Naval School of Health Sciences. The Infectious Disease Service provides for the examination, diagnoses, treatment, and disposition of patients with infectious diseases; provides for the diagnosis, treatment, staging, and follow-up of HIV antigen positive patients; supports the command nosocomial infection control program; provides evaluation, advice, and treatment for international travelers; and provides training for graduate and post-graduate trainees including medical students, residents, and Infectious Disease Fellows.

7.2. Routine workload is scheduled by the treatment facility. Primary workload is a result of appointments scheduled through the central appointment system. Secondary workload is the result of consultation requests submitted by other hospital staff.

7.3. Actual health care worker activity will be a function of the Commanding Officer's credentialing process and the overall demand for service. Health care worker productivity is expected to be comparable to that of other physicians authorized the same scope of practice.

7.3.1. Provide comprehensive care to each patient presenting for treatment.

7.3.2. Obtain a pertinent medical history and record it in the patient treatment record.

7.3.3. Conduct a physical examination. Record findings in patient treatment records.

7.3.4. Request and evaluate diagnostic tests as indicated. This includes collection of specimens, completion of request forms and treatment record entries.

7.3.5. Request consultations from other clinical services. Document consultations in patient treatment records.

7.3.6. Render a diagnosis.

7.3.7. Provide indicated treatment and provide follow-up instructions.

7.4. The following categories of patients will be referred to a physician by nurse practitioners or physician assistants assigned to the clinic:

- All patients requiring Schedule II controlled drugs.
- All patients requesting to see a physician.
- All patients having a life-threatening problem.
- All patients having a multi-system injury.
- All patients having an unscheduled repeat visit for the same complaint.
- All patients having a problem beyond the scope of clinical privileges judgment of the nurse practitioner or physician assistant.
- All patients requiring transport or referral to another facility.

7.5. The physician on duty shall review the record of patients treated by physician extenders before the patients leave the clinic area. Patients may be released from the clinic area before this review only if the physician is engaged in other patient care and the patients would be inconvenienced unduly by having to wait. In these instances, the supervising physician shall review and sign the record of patients treated by physician extenders before the end of the shift of either the physician or the physician extender, whichever comes first.

7.6. Prescribe medications as indicated. Physicians shall dispense prepackaged medications only in accordance with policies and procedures of NNMC.

7.7. Become familiar with the NNMC formulary. Those providers authorized to prescribe pharmaceuticals shall do so according to the availability of drugs listed therein. The Government reserves the right to substitute generic medications for those prescribed by the HIV Internist providers without providing notice to the health care worker. NNMC specifies a procedure for prescribing drugs not listed in the formulary. Such procedures include special orders and a regular review process for formulary changes.

7.8. Participate in monthly meetings, as necessary, to review and evaluate the care provided to patients, identify opportunities to improve the care delivered, and recommend corrective action when problems exist. Should a meeting occur outside of regular working hours, the health care worker shall be required to read and initial the minutes of the meeting.

7.9. Participate in the implementation of the Family Advocacy Program as directed. Participation shall include, but not be limited to, approximate medical examination, documentation, and reporting.

7.10. Perform limited administrative duties which include maintaining statistical records of your workload, operate and manipulate automated systems such as Composite Health Care System (CHCS), participating in education programs, and participating in clinical staff quality assurance functions and Process Action Teams, as prescribed by the Commanding Officer. The Government will provide CHCS training during the orientation period upon commencement of services.

[SECTION D - Packaging and Marking]

(For the purposes of this contract, there are no clauses in Section D)

SECTION E Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
0001AE	Destination	Government	Destination	Government
0001AF	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0002AA	Destination	Government	Destination	Government
0002AB	Destination	Government	Destination	Government
0002AC	Destination	Government	Destination	Government
0002AD	Destination	Government	Destination	Government
0002AE	Destination	Government	Destination	Government
0002AF	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE:

52.246-4 Inspection Of Services--Fixed Price

AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(End of clause)

INSPECTION AND ACCEPTANCE

(a) The Contracting Officer's duly authorized representative, the Technical Liaison , will perform inspection and acceptance of services to be provided.

(b) For the purposes of this clause, LCDR John Sanders III, is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at: National Naval Medical Center, Bethesda, MD.

SECTION F Deliveries or Performance

DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001					N00168 National Naval Medical Center HEALTH SVCS REQUIREMENTS PO BOX 508 8901 WISCONSIN AVENUE Bethesda, MD 20889-5600
0001AA	POP 28-MAR-01 TO 30-SEP-01	Hours	1,064.00	Dest.	Same as CLIN 0001
0001AB	POP 01-OCT-01 TO 30-SEP-02	Hours	2,088.00	Dest.	Same as CLIN 0001
0001AC	POP 01-OCT-02 TO 30-SEP-03	Hours	2,088.00	Dest.	Same as CLIN 0001
0001AD	POP 01-OCT-03 TO 30-SEP-04	Hours	2,088.00	Dest.	Same as CLIN 0001
0001AE	POP 01-OCT-04 TO 30-SEP-05	Hours	2,088.00	Dest.	Same as CLIN 0001
0001AF	POP 01-OCT-05 TO 27-MAR-06	Hours	1,032.00	Dest.	Same as CLIN 0001
0002					Same as CLIN 0001
0002AA	POP 28-MAR-01 TO 30-SEP-01	Hours	1,064.00	Dest.	Same as CLIN 0001
0002AB	POP 01-OCT-01 TO 30-SEP-02	Hours	2,088.00	Dest.	Same as CLIN 0001
0002AC	POP 01-OCT-02 TO 30-SEP-03	Hours	2,088.00	Dest.	Same as CLIN 0001
0002AD	POP 01-OCT-03 TO 30-SEP-04	Hours	2,088.00	Dest.	Same as CLIN 0001
0002AE	POP 01-OCT-04 TO 30-SEP-05	Hours	2,088.00	Dest.	Same as CLIN 0001
0002AF	POP 01-OCT-05 TO 27-MAR-06	Hours	1,032.00	Dest.	Same as CLIN 0001

CLAUSES INCORPORATED BY FULL TEXT

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period

of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

PERIOD OF PERFORMANCE

The period of performance of this contract shall be from 28 Mar 01 through 30 Sep 01. The period of performance may be extended in accordance with the provisions set forth in FAR Clause 52.217-9, Option to Extend the Term of the Contract. The Contracting Officer reserves the right to adjust starting and ending dates.

PLACE OF PERFORMANCE

The services to be furnished under this contract shall be provided at the National Naval Medical Center, Bethesda, MD.

SECTION G Contract Administration Data

TECHNICAL LIAISON

The Technical Liaison, LCDR John Sanders III, as set forth in section E, paragraph 1 of this contract, is hereby designated the technical representative of the Contracting Officer for the purpose of conducting all technical liaison with the contractor. Such technical representative is not authorized to direct or consent to any deviation from the specifications, scope of work and/or terms and conditions of this contract. Accordingly, no deviations thereto may be made without the prior written approval of the Contracting Officer.

CONTRACTS POINT OF CONTACT

(a) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without the authority to do so and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The name of the Procurement Contracting Officer is Ms. Judy L. Draper.

(b) The name and address of the Contract Specialist who is the point of contact prior to and after award is:

NAVAL MEDICAL LOGISTICS COMMAND
ATTN: Code 02, Robin Morton
1681 NELSON STREET
FORT DETRICK, MD 21702-9203
(301) 619-3121 [No collect calls]
rcmorton@us.med.navy.mil

INVOICING INSTRUCTIONS AND PAYMENT FOR SERVICES

(a) The contractor shall submit invoices in quadruplicate with a copy of the applicable Material Inspection and Receiving Report, DD Form 250, signed by the cognizant Government representative, stating thereon the name and title of the Government representative to whom delivery was made and the date of such delivery or period of performance.

(b) Invoices shall be submitted every two weeks to:

NATIONAL NAVAL MEDICAL CENTER
ATTN: LCDR JOHN SANDERS, III
8901 WISCONSIN AVENUE
BETHESDA, MD 20889-5600

(c) The Government shall process invoices every two weeks for payment.

SECTION H Special Contract Requirements

LIABILITY INSURANCE

Before commencing work under a contract, the contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The following insurance as referenced in FAR 28.307, is the minimum insurance required:

(a) General liability - Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(b) Automobile liability - Automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(c) Workers' compensation and employer's liability - Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

PRIOR WRITTEN PERMISSION REQUIRED FOR SUBCONTRACTS

None of the services required by this contract shall be subcontracted to or performed by persons other than the contractor or the contractor's employees without the prior written consent of the Contracting Officer.

RESTRICTION ON THE USE OF NAVY-AFFILIATED PERSONNEL

Without the prior written approval of the Contracting Officer, the contractor shall not use, in the performance of this contract, any active duty Navy personnel, civilian employees of the Navy, or persons currently performing medical services under other Navy contracts.

SUBSTITUTION OF PERSONNEL - AWARDS TO CORPORATIONS ONLY

(a) The contractor agrees to initiate performance of this contract using only the Health Care Worker(s) whose professional qualifications have been determined technically acceptable by the Government as part of the source selection process.

(b) During contract performance, no personnel substitutions shall be made by the contractor without the express consent of the Contracting Officer. All substitution requests will be processed in accordance with this clause.

(c) No personnel substitutions shall be permitted during the first 60 days of contract performance unless they are necessitated by a Health Care Worker's unexpected illness, injury, death, or termination of employment. Should one of these events occur, the contractor shall promptly notify the Contracting Officer and provide the information required in paragraph (d) below. After the initial 60-day period, all substitution requests shall be submitted, in writing, at least 30 days prior to the planned change of personnel. All such requests must provide the information required by paragraph (d) below.

(d) All substitution requests must provide a detailed explanation of the circumstances necessitating the proposed replacement of personnel. The contractor shall also demonstrate that the substitute Health Care Worker(s) possess professional qualifications that are equal to or higher than the qualifications of their person(s) to be replaced. In addition, all substitution requests shall include a Certificate of Availability signed and dated by each proposed Health Care Worker, and any other information identified by the Contracting Officer. The Contracting Officer will evaluate such requests and promptly notify the contractor of the approval or disapproval thereof.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1 Alt I	Definitions (Oct 1995) --Alternate I	APR 1984
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printing/Copying Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.222-3	Convict Labor	AUG 1996
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	JAN 1997
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.227-1	Authorization and Consent	JUL 1995
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	MAY 1997
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	JUN 1997
52.233-1 Alt I	Disputes (Dec 1998) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.237-10	Identification of Uncompensated Overtime	OCT 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.245-2	Government Property (Fixed Price Contracts)	DEC 1989

52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.232-3 PAYMENTS UNDER PERSONAL SERVICES CONTRACTS (APR 1984)

The Government shall pay the Contractor for the services performed by the Contractor, as set forth in the Schedule of this contract, at the rates prescribed, upon the submission by the Contractor of proper invoices or time statements to the office or officer designated and at the time provided for in this contract. The Government shall also pay the Contractor:

(a) a per diem rate in lieu of subsistence for each day the Contractor is in a travel status away from home or regular place of employment in accordance with Federal Travel Regulations (41 CFR 101-7) as authorized in appropriate Travel Orders; and

(b) any other transportation expenses if provided for in the Schedule.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.249-12 TERMINATION (PERSONAL SERVICES) (APR 1984)

The Government may terminate this contract at any time upon at least 15 days' written notice by the Contracting Officer to the Contractor. The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days' written notice to the Contracting Officer.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www-arnet.gov/far>

SECTION J List of Documents, Exhibits and Other Attachments

Section J Table Of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	DD 2579 Small Bus Cord Record		JAN-23-2001

ATTACHMENT NUMBER	DESCRIPTION	PAGES	DATE	ATTACHED/BY REF
001	NAVMED P-117	2	29 Oct 92	X
002	Supplemental Pricing Worksheet	1	N/A	X
003	Past Performance Table	1	N/A	X
004	List of Acceptable Documents	2	N/A	X

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.

(2) Company address.

(3) Company telephone number.

(4) Line of business.

(5) Chief executive officer/key manager.

(6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dnb.com.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in

withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 621999.

(2) The small business size standard is \$7.5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

[] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 199)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

(a) Definitions. As used in this provision--

(1) "Entity controlled by a foreign government" means--

(i) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(ii) Any individual acting on behalf of a foreign government.

(2) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election or appointment of the Offeror's officers, directors, partners, regents, trustees, or a majority of the Offeror's board of directors by means, e.g., ownership, contract, or operation of law.

(3) "Foreign government" means any governing body organized and existing under the laws of any country other than the United States and its possessions and trust territories and any agent or instrumentality of that government.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmental Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to a company owned by an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C.2536(a).

(c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity

Description of Interest, Controlled by a Foreign
Ownership Percentage, and

Government Identification of Foreign Government

(End of provision)

252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 37 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.215-1	Instructions to Offerors--Competitive Acquisition	FEB 2000
52.237-10	Identification of Uncompensated Overtime	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

NAVAL MEDICAL LOGISTICS COMMAND
ATTN: MS. JUDY DRAPER, CODE 02
1681 NELSON STREET
FT. DETRICK, MD 21702-9203
FAX: 301-619-6793

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arinet.gov/far>

SUBMISSION OF COST OR PRICING DATA

- (a) It is expected that this contract will be awarded based upon a determination that there is adequate price competition; therefore, the offeror is not required to submit additional cost or price data or certify cost or pricing data with its proposal.

(b) If, after receipt of the proposals, the Contracting Officer determines that adequate price competition does not exist in accordance with FAR 15.403-3 and 15.403-4, the offeror shall provide other information requested to be submitted to determine fair and reasonableness of price or cost realism, or certified cost of pricing data as requested by the Contracting Officer.

INSTRUCTIONS FOR PREPARATION OF PROPOSALS

This section specifies the format and content that offerors shall use in this Request for Proposal (RFP). The intent is not to restrict the offerors in the manner in which they will perform their work but rather to ensure a certain degree of uniformity in the format of the responses for evaluation purposes. Offeror must submit a proposal that is legible and comprehensive enough to provide the basis for a sound evaluation by the Government. Information provided should be precise, factual, and complete. Legibility, clarity, completeness, and responsiveness are of the utmost importance. Any proposal which does not offer as a minimum, that which is requested in this solicitation, may be determined to be substantially incomplete and not warrant any further consideration.

The proposal shall be submitted in two separate volumes:

- Volume I -- Technical Proposal (original and 6 copies)
- Volume II -- Business Proposal (original and one copy)

The closing date for Volumes I and II shall be **01 Mar 01 at 2:00 PM** local time (Eastern Standard Time).

If an offeror is late submitting Volumes I and II or required information is missing from their proposal, their entire proposal will be considered late.

TECHNICAL PROPOSAL

Factor - Past Performance (PP). The Contractor shall provide past performance information on not more than **five** of their past/current contracts that are most relevant to the RFP. The most relevant contracts will be those which most closely match the solicitation requirements in terms of type of service provided. In order to be considered relevant the services must have been provided within the last **five** years. If the offeror has no relevant past performance, they shall affirmatively state that they possess no relevant past performance. The offeror shall complete the Past Performance Table (Attachment 003), which consists of the following areas:

- 1) Contract number(s).
- 2) Brief description of services provided and an explanation of how the experience is directly related and/or similar or relevant to the statement of work.
- 3) Number and type of health care workers provided, e.g., 2 radiologists.
- 4) Location of services provided.
- 5) Dates of services provided.
- 6) Name, organization, and telephone number of a **verified** point of contact at the federal, state, local government or commercial entity for which the contract services were performed.
- 7) Number, type and severity of any quality, delivery or price problems in performing the contract, the corrective action taken and the effectiveness of the corrective action.
- 8) A discussion of noteworthy successes, accomplishments, awards or commendations achieved during the described experience in providing services, and any other information the offeror considers relevant to its corporate experience.

The Government will not restrict its past performance evaluation to information submitted by offerors but will also consider any other relevant information in its possession. The Government reserves the right to contact the points of contact identified in the offeror's proposal for the purpose of verifying the offeror's record of past performance.

BUSINESS PROPOSAL

The offeror's Business Proposal must include the following:

- a. A completed Standard Form 33.
- b. An acknowledgement of any amendments issued by the Government prior to receipt of proposals.
- c. Completed SECTION K - Representations, Certifications, and Other Statements of Offerors of this Solicitation.
- d. For CLINs 0001 and 0002 (SLINs 0001AA through SLINs 0002AF): a completed Section B price proposal for each Subcontract Line Item Number (SLIN) and a completed corresponding Supplemental Pricing Worksheet (Attachment 002). Attached to the Supplemental Pricing Worksheet shall be a copy of all sources used for the basis of your proposed compensation rates and benefits including market surveys. The information provided on the Supplemental Pricing Worksheets for each separately priced CLIN/SLIN will be used to determine price realism during the evaluation of the offeror's proposal. The final negotiated health care worker compensation rates proposed on the Supplemental Pricing Worksheet will be considered the lowest acceptable compensation rates to the health care worker upon award. The awardee is not prohibited from paying a range of compensation rates to recruited health care workers, but under no circumstances shall the compensation rate be lower than that included in the Supplemental Pricing Worksheet. Offerors who use a reproduced version of the Supplemental Pricing Worksheet must use the exact format prescribed in Attachment 002. Proposals that include reproduced versions of the Supplemental Pricing Worksheet which do not contain the exact information and format as prescribed in Attachment 002 of the solicitation will be determined to be incomplete.

PROPOSAL EVALUATION FACTOR

- a. The offeror's proposals shall be in the form prescribed by, and shall contain a response to each of the areas identified in the above Section - Instructions for Preparation of Proposals.
- b. The Government reserves the right to award without discussions. It should be noted that award may be made to other than the lowest priced offer. Offerors are, therefore cautioned that each initial offer should contain the offeror's best terms. In the evaluation of all offeror's proposals, the technical evaluation factor is significantly more important than cost.

TECHNICAL PROPOSAL - PAST PERFORMANCE

The Government will evaluate the "risk to the Government" associated with the offeror's past performance. The Government will give greater consideration to experience that is most relevant to the solicitation. Past Performance not as relevant will warrant a greater technical risk in terms of type of service provided. In order to be considered relevant, the services must have been provided within the last **five** years.

The Technical Proposal submitted in response to this solicitation will be evaluated in accordance with the evaluation factor outlined in the paragraph above – Technical Proposal.

BUSINESS PROPOSALS

Adequate price competition is expected for this acquisition. As indicated in Section L, in the paragraph - Business Proposal (above), offerors are required to furnish Supplemental Pricing Worksheets, to support all prices proposed for Section B (SLINs 0001AA through SLINs 0002AF). The Price Proposal (containing Section B pricing for SLINs 0001AA through 0002AF) will be evaluated with consideration to the following factors:

- (1) Completeness. All cost information required by the Request for Proposal (RFP) has been submitted.
- (2) Reasonableness. The degree to which the proposed prices compare to the prices a reasonable prudent person would expect to incur for the same or similar services.
- (3) Realism. The proposed labor compensation rates proposed in the offeror's supplemental pricing worksheets for each SLIN will be examined to identify unusually low cost estimates, understatements of costs, inconsistent pricing patterns, potential misunderstandings of the solicitation requirements, and the risk of personnel recruitment and retention problems during contract performance.

TECHNICAL QUESTIONS

Offerors must submit all technical questions concerning this solicitation in writing to the Contract Specialist. Naval Medical Logistics Command (NMLC) must receive the questions no later than 15 calendar days after the issue date (Block 5 of SF 33) of this solicitation. NMLC will answer questions that may affect offers in an amendment to the solicitation. NMLC will not disclose the source of the questions. Questions shall be referred to:

NAVAL MEDICAL LOGISTICS COMMAND
ATTN: Ms. Robin Morton, Code 02
1681 NELSON STREET
FT. DETRICK, MD 21702-9203
FAX: (301) 619-6793

LIMITATION OF PAYMENT FOR PERSONAL SERVICES

Under the provisions of 10 U.S.C. 1091 and DODI 6025.5, "Personal Services Contracting", implemented 6 January 1995, the total amount of compensation paid to an individual direct health care provider in any year cannot exceed the full time equivalent annual rate specified in 10 U.S.C. 1091.

REVIEW OF AGENCY PROTESTS

- (a) The contracting activity, Naval Medical Logistics Command will process agency protests in accordance with the requirements set forth in FAR 33.103(d).
- (b) Pursuant to FAR 33.103(d)(4), agency protests may be filed directly with the appropriate reviewing authority; or, a protester may appeal a decision rendered by a contracting officer to the reviewing authority.
- (c) The reviewing authority for Ms. Judy Draper is the Director of Acquisition Management, Mr. Gilbert Hovermale, Naval Medical Logistics Command, Code 02, 1681 Nelson Street, Fort Detrick, MD 21702. Agency procurement protests should clearly identify the initial adjudicating official, i.e., the "contracting officer" or "reviewing official".
- (d) Offerors should note this review of the Contracting Officer's decision will not extend GAO's timeliness requirements. Therefore, any subsequent protest to GAO must be filed within 10 days of knowledge of initial adverse agency action."

SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

EVALUATION AND BASIS FOR AWARD

The Government will make award to the responsible offeror submitting

1. EVALUATION CRITERIA AND BASIS FOR AWARD

a. The Government will make an award to the responsible offeror submitting the proposal that is determined most advantageous to the Government, price and other factors considered. The evaluation of proposals will be based on a technical evaluation of Past Performance and the Management Plan and, the Business Proposal submitted by each offeror. Award under this procurement will be made to the offeror determined to be the best value to the Government.

b. The factor of Past Performance is significantly more important than the combined price evaluation factors of Completeness, Reasonableness, and Realism. However, the closer the merits of the technical proposal are to one another, the greater will be the importance of price in making the award determination. In the event that two or more proposals are determined not to have any substantial technical differences (i.e. are technically equivalent), award may be made to the lower priced proposal. It should be noted that award may be made to other than the lowest priced offer if the Government determines that a price premium is warranted due to technical merit.

c. Award may also be made on the basis of initial offers without discussions. Offerors are therefore cautioned that each initial offer should contain the offeror's best terms.

d. Past Performance. The Government will evaluate the, "risk to the Government" associated with the offeror's past performance. The most relevant past performance will be those references that most closely match the solicitation requirements in terms of types of services provided. The Government reserves the right to contact the points of contact identified in the offeror's proposal for the purpose of verifying the offeror's record of past performance. The Government will not restrict its past performance evaluation to information submitted by offerors but will also consider any other information in its possession.

e. Business Proposals. The Government will evaluate the business proposal responses with consideration to the following factors:

(1) Completeness. All cost information required by the Request for Proposal (RFP) has been submitted.

(2) Reasonableness. The degree to which the proposed prices compare to the prices a reasonable prudent person would expect to incur for the same or similar services.

(3) Realism. The proposed labor compensation rates proposed in the offeror's supplemental pricing worksheets for each CLIN or SLIN will be examined to identify unusually low cost estimates, understatements of costs, inconsistent pricing patterns, potential misunderstandings of the solicitation requirements, and the risk of personnel recruitment and retention problems during contract performance.

NAVMED P-117, CHANGE 107

U.S. Navy
Manual of the Medical Department
NAVMED P-117
29 October 1992

Department of the Navy

NAVMED P-117
CHANGE 107

Subj: Off-duty Remunerative Professional
Employment (Regulatory)

1. General. Off-duty remunerative professional civilian employment, including self-employment (hereto referred to as off-duty employment) of active duty Medical Department officers is subject to policies herein stated by the chief, Bureau of Medicine and Surgery, and policies applicable to all members of the naval service as stated by the Secretary of the Navy (SECNAVINST 5370.2 series) and the Chief of Naval Personnel (BUPERSMAN 34205000). No Medical Department officers on active duty shall engage in any off-duty employment without first obtaining the permission of the commanding officer.

2. Guideline

a. Medical Department officers on active duty are in a 24-hour duty status and their military duty takes precedence on their time, talents, and attention.

b. Permission for an officer to engage in off-duty employment shall be based on a determination by the commanding officer that the permission requested is consistent with these guidelines and that the proposed employment will not interfere with the officer's military duties. If approved, employment will normally not exceed 16 hours per week. Periods in excess of 16 hours per week can be authorized only if the commanding officer finds that special circumstances exist which indicate that no conflict with military duties will occur, notwithstanding the addition hours. Permission to engage in off-duty employment maybe withdrawn at any time.

c. A Medical Department officer in off-duty employment shall not assume primary responsibility for the care of any critically ill person on a continuing basis as this will inevitably result in compromise of responsibilities to the patient or the primacy of military obligations.

d. Medical Department officer trainees are prohibited from off-duty employment. Other Medical Department officers are discouraged from off-duty employment. No officer shall request or be granted administrative absence for the primary purpose of conducting off-duty employment.

e. Off-duty employment shall not be conducted on military premises, involve expense to the Federal government, nor involve use of military equipment, personnel, or supplies. Military personnel may not be employed by Medical Department officers involved in off-duty employment.

f. Off-duty employment shall not interfere, nor be in competition, with local civilian practitioners in the health professions and must be carried out in compliance with all applicable licensing requirements. To ensure this, a statement shall be provided from the appropriate local professional association indicating that there is a need for the individual's service in the community. Local licensing requirements are the responsibility of officers wishing to engage in private practice. Those engaging in private practice are subject to all requirements of the Federal narcotic law, including registration and payment of tax.

g. There may be no self-referral from the military setting to their off-duty employment on the part of military Medical Department officers.

h. No Medical Department office on active duty in off-duty employment may solicit or accept a fee directly or indirectly for the care of a member, retired member, or dependent of such members of the uniformed services as are entitled to medical or dental care by those services. Indirect acceptance shall be interpreted to include those fees collected by an emergency room or walk-in clinic staffed by a military medical officer. Entitled members must be screened and identified as such by the facility and their charges reduced to reflect that portion of the charges which are accounted for by the military medical officer's services. Nor may such a fee be accepted directly or indirectly for the care of Department of Veterans Affairs beneficiaries.

i. The Assistant Secretary of Defense (Health Affairs) has decreed that it will be presumed that a conflict of interest exists and, hence, CHAMPUS payments will be disallowed in any claim of a CHAMPUS provider who employs an active duty military member or civilian employee. The only two exceptions are:

(1) Indirect payments to private organizations to which physicians of the National Health Service Corps (NHSC) are assigned (but direct payments to the NHSC physician would still be prohibited).

(2) Payments to a hospital employing Government medical personnel in an emergency room provided the medical care was not furnished directly by the Government personnel.

j. Subsidiary obligations arising out of off-duty employment, such as appearances in court or testimony before a compensation board, which take place during normal working hours, shall be accomplished only while on annual leave.

k. These guidelines do not apply to the provision of emergency medical assistance in isolated instances. Also excluded are nonremunerative community services operated by nonprofit organizations for the benefit of all the community and deprived persons, such as a drug abuse program, program volunteer, venereal disease centers, and family planning centers.

l. Medical Department officers are expected to be aware of and comply with all other statutes and regulations pertaining to off-duty employment. Where doubt exists as to whether all applicable constraints have been considered, consultation should be effected with the local naval legal service office.

3. The local command has primary responsibility for control of off-duty employment by Medical Department officers. Guidelines above serve as a basis for carrying out this responsibility.

4. Medical Department officers requesting permission to engage in off-duty employment shall submit their request to the commanding officer on NAVMED 1610/1, Off-duty Remunerative Professional civilian Employment Request, and shall sign the Statement of Affirmation thereon in the commanding officer's presence or designee. Approval or disapproval by the commanding officer shall be indicated in the appropriate section of NAVMED 1610/1. Medical Department officers shall advise their off-duty employers that as military members they are required to respond immediately to calls for military duty that may arise during scheduled off-duty employment. The commanding officer's approval of an officer's request for off-duty employment may not be granted without written certification from the off-duty employer that he or she accepts the availability limitations placed on the Medical Department officer.

5. The requester shall inform the commanding officer in writing of any deviation in the stated request prior to the inception of any such changes.

6. Permission shall be withdrawn at any time by the commanding officer when such employment is determined to be inconsistent with the above guidelines. Where permission is withdrawn the officer affected shall be afforded an opportunity to submit to the commanding officer a written statement containing the Medical Department officer's views or any information pertinent to the discontinuance of the employment.

7. Reports are not required to be submitted to BUMED by field activities. However, during Medical and Dental Inspectors General visits or other administrative onsite visits, local command compliance with this article will be reviewed. In addition, adequate records should be maintained to provide summarized information as may be necessary for monitoring and evaluating the functioning of this program by BUMED or higher authority.

SUPPLEMENTAL PRICING WORKSHEET

In accordance with Section L, paragraph 4.1.1, the Contracting Officer will use the information from this supplemental pricing worksheet to determine price realism. The total health care worker compensation reported on this supplemental pricing worksheet shall reflect the lowest acceptable compensation rate that will be paid to a health care worker upon contract or task order award. The task order awardee is not prohibited from paying a range of compensation rates to recruited health care workers in a particular labor category, but under no circumstances shall the compensation rate be lower than that included in the Supplemental Pricing Worksheet. A supplemental pricing worksheet shall be prepared for each separately priced CLIN/SLIN.

Minimum compensation the Health Care Worker will receive per hour:

CLIN _____

i. Hourly Rate \$ _____

ii. *Fringe Benefits \$ _____

TOTAL HEALTH CARE WORKER
COMPENSATION per hour \$ _____

*Fringe Benefits include non-cash compensation provided to employees to comply with Department of Labor compensation.

Samples of fringe benefits include: 401(k), Insurance (Medical/Dental/Life), Continuing Education Expenses, Bonuses, Incentives, and Uniform Allowance.

Other fringe benefits offered but not listed above (please specify):

Signature

Date

Title

Organization

PAST PERFORMANCE TABLE

Column (a) Contract Number	Column (b) Brief description of services	Column (c) Labor categories and # of full-time equivalents; e.g. 2 Family Practice RNs	Column (d) Location of services	Column (e) Dates of services	Column (f) Verified name, verified telephone number and organization of the point of contact

LISTS OF ACCEPTABLE DOCUMENTS
SUBMIT ONE FROM LIST A

LIST A

Documents that Establish Both Identity and Employment Eligibility

1. U. S. Passport (unexpired or expired)
2. Certificate of U. S. Citizenship (INS Form N-560 or N-561)
3. Certificate of Naturalization (INS Form N-550 or N-570)
4. Unexpired foreign passport, with I-551 stamp or attached INS Form I-94 indicating unexpired employment authorization.
5. Alien Registration Receipt Card with photograph (INS Form I-151 or I-551)
6. Unexpired Temporary Resident Card (INS Form I-688)
7. Unexpired Employment Authorization Card (INS Form I-688A)
8. Unexpired Reentry Permit (INS Form I-327)
9. Unexpired Refugee Travel Document (INS Form I-571)
10. Unexpired Employment Authorization Document issued by the INS that contains a photograph (INS Form I-698B)

OR SUBMIT ONE FROM LIST B AND ONE FROM LIST C

LIST B

Documents that Establish Identity

1. Driver's license or ID card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, sex, height, eye color, and address
2. ID card issued by federal, state or local government agencies of entitles provided it contains a photograph or information such as name, date of birth, sex height, eye color, and address
3. School ID card with a photograph
4. Voter's registration card

LIST C

Documents that Establish Employment Eligibility

1. U.S. social security card issued by the Social Security Administration (other than a card stating it is not valid for employment)
2. Certification of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350)
3. Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal

5. U.S. Military card or draft record

6. Military dependant's ID Card

7. U.S. Coast Guard Merchant
Mariner Card

8. Native American tribal document

9. Driver's license issued by a
Canadian government authority

**For persons under age 18 who
are unable to present a
document listed above;**

10. School record or report card

11. Clinic, doctor, or hospital record

12. Day-care or nursery school record

4. Native American Tribal document

5. U.S. Citizen ID Card (INS Form I-197)

6. ID Card for use of Resident
Citizen in the United States
(INS Form I-179)

7. Unexpired employment
authorization document issued
by the INS (other than those
listed under List a).